

LIQUOR LICENSE ACT—PERMITTING DRUNKENNESS ON PREMISES—IGNORANCE OF LICENSED PERSON—LICENSING ACT, 1872 (35 & 36 VICT., c. 94), s. 13—(R.S.O., c. 194, s. 73).

*Somerset v. Wade*, (1894) 1 Q.B. 574, was a case stated by magistrates. The defendant, a licensed person, was charged with permitting drunkenness on his premises, in contravention of the License Act, 1872 (35 & 36 Vict., c. 13), s. 1 (see R.S.O., c. 194, s. 73). It appeared that a woman was, in fact, drunk on the defendant's premises, but that the defendant did not know that she was drunk, and the information was therefore dismissed; and, as Mathew and Collins, JJ., held, rightly so.

DISTRESS—DAM. & FEASANT—DISTRESS, HOW FAR A BAR TO ACTION FOR DAMAGES.

*Boden v. Roscoe*, (1894) 1 Q.B. 608, was an action to recover damages caused by the defendant's pony entering the plaintiff's premises and kicking his filly and trampling his grass. The plaintiff distrained the pony damage *feasant*, and still held it in his possession. The County Court judge before whom the action was tried was of opinion that an animal could only be distrained damage *feasant* for injury to the freehold or *ps*; and that, therefore, the fact that the plaintiff still retained possession of the pony was no bar to his action so far as he claimed to recover for damages to his filly. But Mathew and Cave, JJ., were of opinion that this view of the law was wrong, and that a distress damage *feasant* may be made for all damage done; and therefore that, so long as the plaintiff held the distress, he could not sue for any damage whatever done by the pony, and the action was therefore dismissed.

COMPANY—SALE OF UNDERTAKING—CALL—DEATH OF SHAREHOLDER—NOTICE OF CALL WHEN SHAREHOLDER IS DEAD—EXECUTORS.

*New Zealand Gold Co. v. Peacock*, (1894) 1 Q.B. 622, was an action by a liquidator to recover the amount of a call on stock. The defendants were executors of the deceased shareholder, and resisted payment, on the ground that the call was alleged to have been made *ultra vires*, and also on the ground that there had not been proper notice of the call. The articles of association empowered the company to sell its undertaking to any other similar company. The company, acting under this provision, sold their undertaking to another company, and, in accordance with the terms of sale, called up their unpaid capital and paid the